

E-FILED 8/18/16

JS-6

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CORP.

NOTE CHANGES MADE BY THE COURT

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9 UNITED STATES DISTRICT COURT
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11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

11 BUFFALO DE FRANCE CORP.,

12 Plaintiff,

13 v.

14 ARRIVAL AIR & SEA TRANSPORT
15 INC.; ARRIVAL CUSTOMS
BROKERS LTD.; PACER
16 DISTRIBUTION SERVICES, INC.;
PACER INTERNATIONAL, INC.;
17 PACER TRANSPORTATION
SOLUTIONS, INC.; PDS TRUCKING
18 INC.; XPO LOGISTICS SUPPLY
CHAIN CORPORATE SERVICES,
19 INC.; XPO LOGISTICS SUPPLY
CHAIN OF NEW JERSEY, INC.; and
20 DOES 1 to 10 inclusive,

21 Defendants.

Case No. 2:15-cv-4876

**JOINT STIPULATION OF
VOLUNTARY DISMISSAL WITH
PREJUDICE PURSUANT TO
F.R.C.P. 41(a)(1)(A)(ii); ORDER**

The Honorable Philip S. Gutierrez

Action Filed: June 26, 2015

23 **JOINT STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE**

24 This stipulation is entered into by and among Plaintiffs BUFFALO DE
FRANCE CORP., and Defendants, ARRIVAL AIR & SEA TRANSPORT INC.,
XPO DISTRIBUTION SERVICES, INC. f/k/a PACER DISTRIBUTION
SERVICES, INC., and PDS TRUCKING INC. and Cross Defendants,

1 UNIVERSAL PROTECTION SERVICE, LP (collectively "the Parties"), by and
2 through their respective attorneys of record.

3 WHEREAS, the parties in the above entitled matter have entered into a
4 settlement agreement which resolves the differences with respect to all matters in
5 dispute before this Court, the parties hereby agree that pursuant to Federal Rules of
6 Civil Procedure 41(a)(1)(A)(ii), all claims and counterclaims in this case, including
7 all claims against entities previously dismissed without prejudice, shall be
8 DISMISSED WITH PREJUDICE and without costs to either party, all costs having
9 been paid and all matters in controversy for which said action was brought having
10 been fully settled, comprised and adjourned.

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12 **IT IS SO STIPULATED.**

13 Dated: August 15, 2016

CLYDE & CO US LLP

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By: /s/ Joseph A. Walsh II

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Joseph A. Walsh II

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Conte C. Cicala

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Attorneys for Plaintiff,

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BUFFALO DE FRANCE CORP.

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Dated: August 15, 2016

**COX, WOOTEN, LERNER, GRIFFIN &
HANSEN LLP**

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By: /s/ Alena A. Eckhardt

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Alena A. Eckhardt

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Attorneys for Defendants,

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ARRIVAL AIR & SEA TRANSPORT,

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INC.

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1 Dated: August 15, 2016

ROBERTS & KEHAGIARAS LLP

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By: /s/ Andrew D. Kehagiaras

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Andrew D. Kehagiaras

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Attorneys for Defendants,

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XPO DISTRIBUTION SERVICES, INC.

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f/k/a PACER DISTRIBUTION

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SERVICES, INC. and PDS TRUCKING,

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INC.

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Dated: August 15, 2016

BRADLEY & GMELICH

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By: /s/ Barry A. Bradley

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Barry A. Bradley

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Robert A. Crook

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Attorneys for Cross-Defendants:

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UNIVERSAL PROTECTION SERVICE,

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LP

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<p>IT IS SO ORDERED.</p> <p>DATED: <u>8/18/16</u></p> <p></p> <p>U.S. DISTRICT JUDGE</p>

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